

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
9 **SEATTLE DIVISION**

10 SOPHIA ZHOU, an individual,

11 Plaintiff,

12 vs.

13 GOVERNMENT EMPLOYEES  
14 INSURANCE COMPANY, a Nebraska  
Company,

15 Defendant.

Case No. 2:22-cv-00511-BJR

**STIPULATED PROTECTIVE  
ORDER**

16  
17 1. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential, proprietary, or  
19 private information for which special protection may be warranted. Accordingly, the parties  
20 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
21 parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket  
22 protection on all disclosures or responses to discovery, the protection it affords from public  
23 disclosure and use extends only to the limited information or items that are entitled to  
24 confidential treatment under the applicable legal principles, and it does not presumptively entitle  
25 parties to file confidential information under seal.  
26

1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and tangible things  
3 produced or otherwise exchanged: (a) personal information of any employee or other person,  
4 including compensation information, discipline, policy violations, personal identifying  
5 information, personnel files, and contact information; (b) information furnished to the disclosing  
6 party in confidence by any third party, which information is not known or freely accessible to  
7 the general public; (c) documents containing or disclosing confidential or proprietary  
8 information regarding Defendant’s competitive strategic initiatives, business plans, contracts  
9 with third-party providers, nonpublic litigation information, and/or analyses; (d) internal  
10 communications related to confidential, proprietary, and/or trade secret information; (e) medical  
11 records of Plaintiff and/or other employees of Defendant; and (f) Plaintiff’s financial and tax  
12 records.

13 3. SCOPE

14 The protections conferred by this agreement cover not only confidential material (as  
15 defined above), but also (1) any information copied or extracted from confidential material; (2)  
16 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
17 conversations, or presentations by parties or their counsel that might reveal confidential material.

18 However, the protections conferred by this agreement do not cover information that is in  
19 the public domain or becomes part of the public domain through trial or otherwise.

20 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

21 4.1 Basic Principles. A receiving party may use confidential material that is disclosed  
22 or produced by another party or by a non-party in connection with this case only for prosecuting,  
23 defending, or attempting to settle this litigation. Confidential material may be disclosed only to  
24 the categories of persons and under the conditions described in this agreement. Confidential  
25 material must be stored and maintained by a receiving party at a location and in a secure manner  
26 that ensures that access is limited to the persons authorized under this agreement.

1           4.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the designating party, a receiving party may  
3 disclose any confidential material only to:

4                   (a)    the receiving party’s counsel of record in this action, as well as employees  
5 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

6                   (b)    the officers, directors, and employees (including in house counsel) of the  
7 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
8 agree that a particular document or material produced is for Attorney’s Eyes Only and is so  
9 designated;

10                  (c)    experts and consultants to whom disclosure is reasonably necessary for  
11 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
12 A);

13                  (d)    the court, court personnel, and court reporters and their staff;

14                  (e)    copy or imaging services retained by counsel to assist in the duplication  
15 of confidential material, provided that counsel for the party retaining the copy or imaging service  
16 instructs the service not to disclose any confidential material to third parties and to immediately  
17 return all originals and copies of any confidential material;

18                  (f)    during their depositions, witnesses in the action to whom disclosure is  
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
20 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of  
21 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
22 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
23 under this agreement;

24                  (g)    the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information.  
26

1           4.3     Filing Confidential Material. Before filing confidential material or discussing or  
 2 referencing such material in court filings, the filing party shall confer with the designating party,  
 3 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
 4 remove the confidential designation, whether the document can be redacted, or whether a motion  
 5 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
 6 designating party must identify the basis for sealing the specific confidential information at issue,  
 7 and the filing party shall include this basis in its motion to seal, along with any objection to  
 8 sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be  
 9 followed and the standards that will be applied when a party seeks permission from the court to  
 10 file material under seal. A party who seeks to maintain the confidentiality of its information  
 11 must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the  
 12 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied,  
 13 in accordance with the strong presumption of public access to the Court's files.

14     5.       DESIGNATING PROTECTED MATERIAL

15           5.1     Exercise of Restraint and Care in Designating Material for Protection. Each party  
 16 or non-party that designates information or items for protection under this agreement must take  
 17 care to limit any such designation to specific material that qualifies under the appropriate  
 18 standards. The designating party must designate for protection only those parts of material,  
 19 documents, items, or oral or written communications that qualify, so that other portions of the  
 20 material, documents, items, or communications for which protection is not warranted are not  
 21 swept unjustifiably within the ambit of this agreement.

22           Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 23 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
 24 unnecessarily encumber or delay the case development process or to impose unnecessary  
 25 expenses and burdens on other parties) expose the designating party to sanctions.

1 If it comes to a designating party's attention that information or items that it designated  
 2 for protection do not qualify for protection, the designating party must promptly notify all other  
 3 parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
 5 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
 6 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
 7 be clearly so designated before or when the material is disclosed or produced.

8 (a) Information in documentary form: (*e.g.*, paper or electronic documents  
 9 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
 10 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that  
 11 contains confidential material. If only a portion or portions of the material on a page qualifies  
 12 for protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by  
 13 making appropriate markings in the margins).

14 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
 15 and any participating non-parties must identify on the record, during the deposition or other  
 16 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other  
 17 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
 18 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the  
 19 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
 20 confidential information at trial, the issue should be addressed during the pre-trial conference.

21 (c) Other tangible items: the producing party must affix in a prominent place  
 22 on the exterior of the container or containers in which the information or item is stored the word  
 23 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection,  
 24 the producing party, to the extent practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 26 designate qualified information or items does not, standing alone, waive the designating party's

1 right to secure protection under this agreement for such material. Upon timely correction of a  
2 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
3 in accordance with the provisions of this agreement.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
6 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
8 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
9 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
10 original designation is disclosed.

11 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
12 regarding confidential designations without court involvement. Any motion regarding  
13 confidential designations or for a protective order must include a certification, in the motion or  
14 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
15 conference with other affected parties in an effort to resolve the dispute without court action.  
16 The certification must list the date, manner, and participants to the conference. A good faith  
17 effort to confer requires a face-to-face meeting, a telephone conference, Zoom conference, or  
18 comparable virtual means.

19 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
20 intervention, the designating party may file and serve a motion to retain confidentiality under  
21 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
22 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
23 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
24 other parties) may expose the challenging party to sanctions. All parties shall continue to  
25 maintain the material in question as confidential until the court rules on the challenge.  
26

1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
2 LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that  
5 party must:

6 (a) promptly notify the designating party in writing and include a copy of the  
7 subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena or order is  
10 subject to this agreement. Such notification shall include a copy of this agreement; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued  
12 by the designating party whose confidential material may be affected.

13 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
15 material to any person or in any circumstance not authorized under this agreement, the receiving  
16 party must immediately (a) notify in writing the designating party of the unauthorized  
17 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
18 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms  
19 of this agreement, and (d) request that such person or persons execute the “Acknowledgment  
20 and Agreement to Be Bound” that is attached hereto as Exhibit A.

21 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
22 MATERIAL

23 When a producing party gives notice to receiving parties that certain inadvertently  
24 produced material is subject to a claim of privilege or other protection, the obligations of the  
25 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
26 provision is not intended to modify whatever procedure may be established in an e-discovery

order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Upon request of the producing party, within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted this 10th day of August, 2022.

HKM EMPLOYMENT ATTORNEYS LLP

OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.

By: /s/ Jason A. Rittereiser

By: /s/ Laurence A. Shapero

By: /s/ Rachel M. Emens

By: /s/ Emma A. Healey

By: /s/ Henry Brudney

By: /s/ Arielle M. Inveen-Lai

Laurence A. Shapero, WSBA #31301

Jason A. Rittereiser, WSBA #43628

Emma A. Healey, WSBA#58384

Rachel M. Emens, WSBA #49047

1201 Third Avenue, Suite 5150

Henry Brudney, WSBA #52602

Seattle, WA 98101

Arielle M. Inveen-Lai, WSBA #58493

Telephone: (206) 693-7057

600 Stewart Street, Suite 901

Facsimile: (206) 693-7058

Telephone: (206) 838-2504

Email: laurence.shapero@ogletree.com

Facsimile: (206) 260-3055

emma.healey@ogletree.com

Email: jrittereiser@hkm.com

*Attorneys for Defendant Government*

remens@hkm.com

*Employees Insurance Company*

hbrudney@hkm.com

ainveen-lai@hkm.com

*Attorneys for Plaintiff Sophia Zhou*



1 PURSUANT TO STIPULATION, IT IS SO ORDERED,

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of  
3 any documents in this proceeding, whether inadvertent or otherwise, shall not, for the purposes  
4 of this proceeding or any other federal or state proceeding, constitute a waiver by the producing  
5 party of any privilege applicable to those documents, including the attorney-client privilege,  
6 attorney work-product protection, or any other privilege or protection recognized by law.

7  
8 DATED this 11th day of August, 2022.

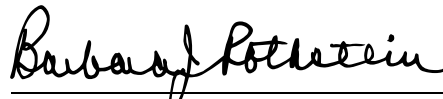
9  
10   
11 Barbara Jacobs Rothstein  
12 U.S. District Court Judge  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Western District of Washington on [date] in  
the case of *Sophia Zhou v. Government Employees Insurance Company*, 2:22-cv-00511-BJR. I  
agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_